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IDAHO PUBLIC
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RE
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DONOVAN E. WALKER
Lead Counsel
dwalker@idahopower.com

October 16, 2014

VIA HAND DELIVERY

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83702

Re: Case No. IPC-E-14-19
Grand View PV Solar Two, LLC – Replacement Pages 3 and 7 for Energy
Sales Agreement

Dear Ms. Jewell:

On July 25, 2014, in Case No. IPC-E-14-19, Idaho Power Company ("Idaho Power") filed an Application with the Idaho Public Utilities Commission ("Commission") for approval of the Energy Sales Agreement ("ESA") between Idaho Power and Grand View PV Solar Two, LLC ("Grand View") under which Idaho Power will purchase electric energy generated by Grand View.

Non-substantive clerical errors were discovered on pages 3 and 7 of the ESA. The incorrect paragraph sections were referenced and a missing comma was added. To correct these clerical errors and prevent any potential confusion, Idaho Power seeks to replace pages 3 and 7 of the ESA with the enclosed pages. Redlined versions of pages 3 and 7 showing the corrections are also enclosed for the Commission's ease of reference. Idaho Power has notified Grand View about this issue and has sent Grand View replacement pages for its final version of the ESA.

Therefore, enclosed please find an original and seven (7) copies of replacement pages 3 and 7 of the ESA between Idaho Power and Grand View. Please contact me if you have any comments, questions, or concerns.

Sincerely,



Donovan E. Walker

DEW:csb
Enclosures

cc: Kristine A. Sasser – w/encls. (via hand delivery)
Peter J. Richardson – w/encls. (via U.S. mail)
Robert A. Paul – w/encls. (via U.S. mail)
Randy Allphin – w/encls. (via e-mail)

of the Seller. Any Documents executed by such persons shall be deemed duly authorized by the Seller for all purposes.

- 1.2 "Availability Shortfall Price" - The current month's Mid-Columbia Market Energy Cost minus the current month's Base Energy Light Load Purchase Price specified in Appendix E of this Agreement. If this calculation results in a value less than 15.00 Mills/kWh the result shall be 15.00 Mills/kWh.
- 1.3 "Base Energy" – Monthly Net Energy less any Surplus Energy as calculated in paragraph 1.49.
- 1.4 "Calculated Net Energy Amount" - A monthly estimate, prepared and documented after the fact by Seller, reviewed and accepted by the Buyer that is the calculated monthly maximum energy deliveries (measured in kWh) that the full Nameplate Capacity of the Facility could have delivered based upon: (1) Sufficient Prime Mover available for use by the Facility, (2) actual solar insolation available for use by the Facility, (3) applicable Solar Panel Degradation, (4) incidents of Force Majeure, (5) scheduled maintenance, or (6) incidents of Forced Outages less Losses and Station Use. If the duration of an event characterized as item 4, 5 or 6 above (measured on each individual occurrence) lasts for less than 15 minutes, then the event will not be considered in this calculation. The Seller shall collect and maintain actual data to support this calculation and shall keep this data for a minimum of 3 years.
- 1.5 "Commission" – The Idaho Public Utilities Commission.
- 1.6 "Contract Year" – The period commencing each calendar year on the same calendar date as the Operation Date and ending 364 days thereafter.
- 1.7 "Delay Cure Period" – 120 days immediately following the Scheduled Operation Date.
- 1.8 "Delay Damages" – (Current month's Estimated Net Energy Amount as specified in paragraph 6.2 divided by the number of days in the current month) multiplied by the number of days in the Delay Period in the current month) multiplied by the current month's Delay Price.
- 1.9 "Delay Period" – All days past the Scheduled Operation Date until the Seller's Facility achieves the Operation Date or the Agreement is terminated by Idaho Power.

Calculated Net Energy Amount for the applicable month. Any damages due as a result of the Seller failing to satisfy the Mechanical Availability Guarantee for each month shall be determined in accordance with Appendix H.

1.30 “Mechanical Availability Guarantee” - shall be as defined in Appendix H.

1.31 “Mid- Columbia Market Energy Cost” – is 82.4% of the monthly arithmetic average of each day’s Intercontinental Exchange (“ICE”) daily firm Mid-C Peak Avg and Mid-C Off-Peak Avg index prices in the month as follows:

The actual calculation being:

$$.824 * \left(\sum_{X=1}^n \{ (\text{ICE Mid-C Peak Avg}_x * \text{HL hours for day}) + (\text{ICE Mid-C Off-Peak Avg}_x * \text{LL hours for day}) \} / (n*24) \right)$$

where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

1.32 “Monthly Estimated Generation” – the monthly estimated generation as specified in Appendix I identified as the Monthly Estimated kWh adjusted for the Solar Panel Degradation, an event of Force Majeure or Forced Outage that directly impacts the applicable month or if Idaho Power is relieved from accepting the Facility’s Net Energy as allowed in paragraph 12.2.

of the Seller. Any Documents executed by such persons shall be deemed duly authorized by the Seller for all purposes.

- 1.2 "Availability Shortfall Price" - The current month's Mid-Columbia Market Energy Cost minus the current month's Base Energy Light Load Purchase Price specified in Appendix E of this Agreement. If this calculation results in a value less than 15.00 Mills/kWh the result shall be 15.00 Mills/kWh.
- 1.3 "Base Energy" – Monthly Net Energy less any Surplus Energy as calculated in paragraph ~~1.461.49.~~
- 1.4 "Calculated Net Energy Amount" - A monthly estimate, prepared and documented after the fact by Seller, reviewed and accepted by the Buyer that is the calculated monthly maximum energy deliveries (measured in kWh) that the full Nameplate Capacity of the Facility could have delivered based upon: (1) Sufficient Prime Mover available for use by the Facility, (2) actual solar insolation available for use by the Facility, (3) applicable Solar Panel Degradation, (4) incidents of Force Majeure, (5) scheduled maintenance, or (6) incidents of Forced Outages less Losses and Station Use. If the duration of an event characterized as item 4, 5 or 6 above (measured on each individual occurrence) lasts for less than 15 minutes, then the event will not be considered in this calculation. The Seller shall collect and maintain actual data to support this calculation and shall keep this data for a minimum of 3 years.
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The actual calculation being:

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where n = number of days in the month

If the ICE Mid-C Index prices are not reported for a particular day or days, prices derived from the respective averages of HL and LL prices for the immediately preceding and following reporting periods or days shall be substituted into the formula stated in this definition and shall therefore be multiplied by the appropriate respective numbers of HL and LL Hours for such particular day or days with the result that each hour in such month shall have a related price in such formula. If the day for which prices are not reported has in it only LL Hours (for example a Sunday), the respective averages shall use only prices reported for LL hours in the immediately preceding and following reporting periods or days. If the day for which prices are not reported is a Saturday or Monday or is adjacent on the calendar to a holiday, the prices used for HL Hours shall be those for HL hours in the nearest (forward or backward) reporting periods or days for which HL prices are reported.

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